

AGREEMENT
BETWEEN
READING SCHOOL COMMITTEE
AND
LOCAL 1703, READING CUSTODIANS AND
MAINTENANCE EMPLOYEES

EFFECTIVE: JULY 1, 2014

EXPIRING: JUNE 30, 2017

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AGREEMENT

By and between the School Committee of Reading ("Committee") and the custodians, maintenance employees and custodial supervisors of the Town of Reading, American Federation of State, County and Municipal Employees, Council No. 93, Local No. 1703 ("Union").

PREAMBLE

Whereas: Recognizing that our prime purpose is to provide service of the highest possible quality for the public schools of Reading and that good morale within the ranks of the custodial and maintenance employees of the Reading Schools is essential to the achievement of that purpose, and

Whereas: Under the laws of Massachusetts, the School Committee, elected by the citizens of Reading, has final responsibility for establishing the policies of the custodial and maintenance employees of the public schools of Reading. It is recognized that in addition to other functions and responsibilities the employer had, and shall have, the sole right and responsibility to direct the operations of the employees and in this connection to determine the methods, processes and types of work to be performed; schedule of shifts and hours of work; and to select, hire and promote and demote employees including the right to make and apply rules and regulations of discipline, efficiency and safety, and

Whereas: The Superintendent of Schools has the responsibility for carrying out the policies so established, and

Whereas: The employer shall also have the right and responsibility to discharge or otherwise discipline any employee who had fulfilled the probationary period and has been employed for three years or less for good cause and any employee who has been employed for more than three years for just cause, to promote and transfer and lay off employees because of lack of work or other cause otherwise hereinafter provided, and

Whereas: The custodial and maintenance employees of the public schools of Reading have the responsibility of providing in school facilities services of the highest quality possible, and

Whereas: Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchange of views and information among the Committee, the Superintendent of Schools or designee, the officers of the Union and by the formulation and application of policies relating to wages, hours, and other conditions of employment for these employees, and

Whereas: Employees covered by this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employee organization, or to refrain from such activity, to hold office in and/or participate in the management of the Union, and to engage in other lawful union and concerted activities.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1

AUTHORITY OF THE SCHOOL COMMITTEE

The Committee for itself and its authorized representatives reserves and retains full rights, authority and discretion in the proper discharge of its duties and responsibilities to control, supervise and manage the public schools under governing law, bylaws, rules and regulations. Nothing in this Agreement shall be deemed to derogate from or impair the power and responsibilities of the Committee under governing law, bylaws, rules and regulations and it may exercise the same without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.

ARTICLE 2

SEPARABILITY AND SAVINGS

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

In the event that any provision of this Agreement is or shall, at any time, be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE 3

RECOGNITION

Pursuant to a certification of representatives issued by the Massachusetts Labor Relations Commission after an election January 3, 1974, the Committee recognizes the American Federation of State, County and Municipal Employees, AFL/CIO Council No. 93, Local No. 1703, as the exclusive bargaining representative of the custodians, maintenance employees and custodial supervisors of the School Committee but excluding all other employees of the Committee. The Union shall be granted an exclusive check off privilege for any employees within the bargaining unit covered by this Agreement who elect in writing to have dues deducted. The Committee shall furnish to the Union such reasonably available information as may be necessary to the Union for maintaining appropriate records.

ARTICLE 4

NON-DISCRIMINATION

The Committee and the Union agree that they shall not discriminate against any person because of race, color, sex, religion, national origin, sexual orientation, age or disability.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. It is the declared objective of the Committee and the Union to provide for the prompt resolution of grievances.

Section 2. The terms "Grievance" shall be construed to mean any grievance or complaint involving a question concerning the meaning, interpretation or application of, or compliance with the express terms or provisions of this Agreement.

Section 3. Adjustment of Grievances. A grievance as such term is hereinbefore defined in Section 2 of this Article shall be presented and adjusted in the following manner:

Step 1. The employee and his Union representative shall take up the grievance with the employee's Principal/Supervisor within ten (10) working days of the date of the occurrence of the grievance or within ten (10) working days after the employee knew or should have known of its occurrence. Such grievance shall be submitted in writing, and shall set forth a summary of the facts relied upon, the sections of the Agreement allegedly being violated and the remedy sought. The Principal/Supervisor, or his/her designee, shall attempt to adjust the matter and shall respond to the employee and/or the Union's representative within five (5) working days after the submission of the grievance to him/her in Step 1 using the appropriate line on the grievance form submitted

Step 2. If the grievance has not been resolved in Step 1, it shall be presented to the Superintendent of Schools within five (5) working days after the Principal's/Supervisor's response is due or received, whichever is earlier. Such grievance shall be submitted in writing. The Superintendent, or his/her designee, will arrange for a meeting with the aggrieved employee and his Union representative, if any, within ten (10) working days from the date the grievance is presented to him/her. The aggrieved employee shall be present at the conference, except that he/she need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the Superintendent is one of interpretation of a provision of this Agreement. The Superintendent of Schools shall respond in writing as soon as possible, but no later than ten (10) days after the aforementioned meeting.

If the grievance has not been satisfactorily resolved of under Step 2 of the grievance procedure, such unresolved grievance shall be further processed as follows:

Step 3. In the event that the grievance is not resolved in the two preceding Steps, either party, the Committee or the Union, but not any individual employee(s), may initiate arbitration by filing with the other party and with the American Arbitration Association a written request for arbitration, such written request to be served within thirty (30) days after the date on which the Committee's decision was served upon the aggrieved employee. The arbitrator shall be appointed by the American Arbitration Association and the arbitration shall be concluded in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

Each party shall bear the expenses of preparing and presenting its own case. The arbitrator's fee and expenses of arbitration shall be borne equally by the Committee and Union.

Section 4. A grievance may not be presented at any step in this procedure on behalf of an individual employee by any person or persons or organizations, without the aggrieved employees written consent.

Section 5. The decision of the arbitrator shall be supported by substantial evidence on the record as a whole, and, subject to law, shall be final, conclusive and binding upon all employees, the Committee and the Union. The Arbitrator shall have no power to add to or subtract from or modify in any way the terms of this Agreement nor shall the arbitrator have jurisdiction in any case submitted to arbitration to effect in any way, directly or indirectly, any decision or in any other manner, the right and responsibility of the Committee and/or Administration to direct its employees; to determine the methods, processes and types of work to be performed; the assignment of work to employees; the shift schedules and hours of work; its right to select, hire and promote and demote employees; the rules and regulations to be made or applied for discipline, efficiency and safety.

The Committee agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance, and the Union agrees that it will not bring or continue, and that it will not represent any employees in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

Section 6. Failure to present a grievance within or advance it in accordance with any of the time limits specified shall be deemed a waiver of the grievance. Failure of the Administration/Committee to reply at any step to a grievance within the time limits specified shall constitute a denial of the grievance entitling the grievant to advance to the next step.

Section 7. Consultation: Representatives of the Union may meet with the Superintendent or his/her designee once a month to discuss matters of mutual concern, including safety and the overtime rotation procedure, at a mutually agreed time and place, including those matters necessary to the implementation of this Agreement. A written agenda shall be exchanged between the Union and the Superintendent or designee no less than five (5) work days before the scheduled date of the meeting. At the discretion of the parties, additional matters for discussion may be placed on the agenda. Nothing contained herein shall prevent the Superintendent or his designee and the Union from meeting on a less frequent basis on mutual Agreement. Those attending the meeting would have the authority to resolve minor labor/management issues by consensus.

ARTICLE 6

PROBATIONARY EMPLOYEES

Each new employee and each employee hired after a break in service shall be considered as a probationary employee, except as hereinafter provided, until he/she shall have actually worked one hundred and eighty (180) school days. The probationary period shall be extended one day for each day an employee is out due to an unapproved or unpaid absent. Probationary employees may be disciplined, discharged, or otherwise terminated by the Superintendent and/or Principal, as the case may be, and such action shall not be subject to challenge.

The layoff of a non-probationary employee shall not constitute a break in service provided the employee is rehired within eighteen (18) months of his/her layoff. Such time shall not count as time served, however.

ARTICLE 7

WAGES, HOURS OF WORK AND OVERTIME

Section 1. The normal work week shall consist of forty (40) hours, Monday through Friday. The normal work day for school custodians and maintenance employees whose shifts conclude prior to 6:00 p.m. shall consist of eight (8) hours, exclusive of a thirty minute unpaid lunch period. All other shifts shall consist of eight (8) hours inclusive of a thirty minute on the job paid lunch.

The normal day shift hours for school custodians are 6:30 a.m. to 3:00 p.m. The normal day shift hours for town custodians are 7:00 a.m. to 4:00 p.m. exclusive of a sixty minute unpaid lunch. The normal day shift hours for maintenance employees are 7:00 a.m. to 3:30 p.m. Second or third shift custodians will be scheduled for an eight (8) hour period daily in the afternoon and evening.

During the school year when pupils are not in school (school vacation periods), the second shift custodians normal shift hours will be changed to the day shift custodians normal hours.

Section 2. The Superintendent, or his/her designee, retains the right to establish and/or to change any or all of the employee's regular starting and quitting times, including, without limitation, the right to establish and change regular shift hours and to establish and change regular shifts other than Monday-Friday, provided, however, no current (employee employed as of June 30, 2000) employee shall be involuntarily assigned/transferred to a shift other than Monday-Friday.

The Superintendent, or his/her designee, shall notify the Union, in writing, prior to instituting any such change and shall, except as hereinafter provided, upon request made by the Union in writing within ten (10) days of such written notice, bargain with the Union concerning the impact of such change, subject to the provisions of M.G.L. Chapter 150E with reference to mid contract impact bargaining.

Anything contained herein to the contrary notwithstanding, any change which does not effect (involuntary) a then current employee and/or any change which involves a change in hours of a current employee/s of less than two hours may be implemented by the Superintendent, or his/her designee, after (1) giving written notice to the Union, as aforementioned, and (2) meeting with the Union to discuss the change.

Section 3. Overtime compensation at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay will be paid for all hours worked in excess of eight (8) hours in any one (1) work day, or in excess of forty (40) hours in any one (1) work week, whichever is the greater, but without duplication; provided, however, overtime compensation for scheduled overtime on Thanksgiving in connection with the football game and for emergency call-ins (not including detail work) on all holidays listed in Article 11, Section 1, will be paid at double time. Overtime will be distributed on a fair and equitable basis as circumstances permit. In case of a dispute the Superintendent will make a final non-grievable decision.

Section 4. In the event custodians are notified in advance by the Administration that a delivery will be made after their normal work hours or are notified at least one (1) day in advance that the building must remain open until no later than 5:00 p.m. to accommodate a contractor performing services in the building, the Administration may vary the custodian's work hours so as to effectuate coverage at the employee's straight-time hourly rate.

Section 5. A coffee break (not to exceed ten (10) minutes away from work) is allowed on work days and shall be taken as close to the middle of the shift as possible. It is not cumulative and other time cannot be taken in lieu of a coffee break.

Section 6. Assignment of overtime shall first be on a voluntary basis within the job classification involved. In the event there are not a sufficient number of qualified volunteers within

the classification involved, as determined by the Administration, overtime shall then be mandatory in the inverse order of seniority amongst qualified employees in the job classification involved. Mandatory overtime shall be assigned on a rotating basis from least senior to most senior employees in the bargaining unit.

Section 7. Any employee called back to work any day after completion of his regular work day and after leaving his place of employment shall be paid time and one-half his regular straight time hourly rate of pay for all hours worked with a minimum of three (3) hours at such rate for weekdays, and four (4) hours for weekends and holidays. This Section 7 shall not be applicable to early call-ins provided the call in is contiguous to the employee's shift hours. Employees who are called back for alarm response or other emergency situations shall be required at a minimum to perform an inspection of the entire building and grounds per procedures established by the Director of Facilities.

Section 8. Summer work hours, defined as regular day shift hours, shall remain status quo, unless the Superintendent decides that it is necessary for a particular employee to work their regular evening shift. For employees hired prior to July 1, 2005, such continuation of normal evening hours during the summer shall be voluntary.

Section 9. When school, town, or outside events occur at a school, second shift custodians may work approved overtime after the conclusion of their regular shift provided their normal hours of straight time are completed prior to 2:00 a.m. of the following day.

ARTICLE 8

SICK LEAVE

Section 1. All full-time employees who have completed thirty (30) weeks of continuous active employment as a full-time employee shall be eligible for fifteen (15) days leave with pay each fiscal year for absence due to personal illness or personal injury. Five (5) of such sick days may be used each fiscal year for absence due to the illness or injury in the employee's immediate family.

Immediate family as used herein shall mean: Spouse, child, mother, father, or any other family member residing in the employee's household.

Section 2. Any unused portion of such leave may be accumulated to a maximum total of one hundred ninety-five (195) days.

Section 3. Employees shall be required to submit, upon request of the Superintendent, or his/her designee, the following as proof of illness or injury(s):

- A. When absence due to illness or injury is for a period of three (3) or more consecutive days, the Superintendent or his/her designee may require a doctor's certificate before an employee may return to work
- B. An employee who is absent for five (5) consecutive days due to his or her illness or injury or that of a member of his/her family or household will be asked for medical certification if the absence is due to a serious health condition as necessary to comply with the requirements of the Federal Family and Medical Leave Act of 1993.

- C. Where the Superintendent or his/her designee has reason to believe that sick leave is being abused, he/she may require the submission of satisfactory medical evidence from a qualified health care professional. Such request shall be made in writing within seven (7) working days of either the date of the suspected abuse or return of the employee.

Failure of an employee to present such satisfactory medical evidence within seven (7) working days after such written request has been made by the Superintendent or his/her designee, but in any event not later than seven (7) working days subsequent to return to work, may, at the discretion of the Superintendent, result in disciplinary action.

Satisfactory medical evidence shall consist of a signed statement by a licensed Physician, Physician's Assistant, Nurse Practitioner, Chiropractor, or Dentist that he/she has personally examined the employee and shall contain nature of the illness or injury, a statement that the employee was unable to perform his or her duties due to the specific illness or injury on the days in question; and, the prognosis for the employee's return to work.

Section 4.

- A. Upon death, retirement, or termination of employment with at least seven (7) years of service for reasons other than dismissal for just cause, or resignation in lieu of a dismissal for just cause, an employee shall be paid for unused sick leave days not exceeding fifty (50) (effective January 1, 2000 for unused sick leave days not exceeding sixty (60)) at fifty percent (50%) of his/her per diem rate (i.e., up to thirty (30) full days' pay, effective January 1, 2000) calculated at one fifth (1/5) of his/her regular weekly pay (as specified in the appended salary schedule) in effect at time of death, retirement or termination of employment. An employee who is laid off with at least seven (7) years of service shall be paid on the expiration of his/her recall period.
- D. Anything contained in this section four to the contrary notwithstanding, the maximum dollar amount that an employee eligible for sick leave buy back may receive is as follows:
- | | |
|---------------|---------|
| Custodian I: | \$3,500 |
| Custodian II: | \$3,600 |
| Maintenance: | \$4,000 |
- E. This section four is only applicable to current (as June 30, 2000) bargaining unit employees. Employees who become members of the bargaining unit after June 30, 2000 are not eligible for sick leave buy back.

Section 5. An employee who is entitled to sick time and is out on an absence compensable under Workers Compensation may supplement their workers' compensation benefits to result in payment of their full wages. Sick leave accumulation will be reduced by the amount of sick leave actually used.

Section 6. A complete and accurate record shall be maintained of each employee setting forth the dates used from his sick leave and the number of his sick leave days remaining. Such record shall be available for inspection by each individual upon reasonable request.

Section 7. During the life of this contract the parties agree to discuss various options for disability insurance for member of this association.

Section 8. When an employee is out sick he should notify his school or building and the Facilities Department as early as possible so that plans can be made to cover the duties involved. The employee that is out must also keep his supervisor informed from day to day so it will be known when to expect the absentee to be back to work.

ARTICLE 9

BEREAVEMENT LEAVE

Section 1. An employee shall be eligible to be absent with pay for up to five (5) days work days within the seven (7) calendar day period commencing the day of death in the event of the death of his/her mother, father, spouse, or child.

Section 2. An employee shall be eligible to be absent with pay for up to three (3) working days within the four (4) calendar day period commencing the day of death in the event of the death of his/her brother, sister, mother-in-law, or father-in-law. One additional day of funeral leave (for a total of four days) may be granted in writing to the employee in the discretion of the Superintendent, or his/her designated representative.

In the event the day of the funeral falls outside the parameters of time set forth in Section 1 or Section 2, the employee shall be eligible to be absent on such day so as to attend the funeral.

Section 3. An employee shall be eligible to be absent with pay for one (1) day for the purpose of attending the funeral in the event of the death of the following:
Aunt, uncle, grandparents, sister-in-law, or brother-in-law.

Section 4. Subject to the approval of the Superintendent, additional day/s of bereavement leave or days of bereavement leave for individuals not specifically enumerated herein, may be granted.

ARTICLE 10

SUBCONTRACTING

The Committee/Administration has the right to subcontract out bargaining unit work. The Committee/ Administration shall notify the Union, in writing, prior to instituting any subcontracting which would result in the reduction in force termination of any employee/s and shall, upon request made by the Union in writing within five (5) days of such written notice, bargain with the Union concerning the impact of any such subcontracting which results in the reduction in force termination of any employee/s, subject to the provisions of M.G.L Chapter 150E with regard to mid contract impact bargaining. There shall be no reduction in force terminations of any employee/s hired prior to July 1, 2008 as a result of subcontracting until the expiration of this Agreement.

ARTICLE 11

HOLIDAYS

Section 1. All employees shall be entitled to the following holidays with pay when they fall within the regular work week:

New Year's Day
Martin Luther King Jr's Birthday
President's Day (Third Monday in February)
Patriot's Day (Third Monday in April)
Good Friday, provided it is an approved school holiday
Memorial Day (Last Monday in April)
Independence Day
Labor Day (First Monday in September)
Columbus Day (Second Monday in October)
Veterans Day
Thanksgiving Day (Fourth Thursday in November)
Day after Thanksgiving
Christmas Day

Section 2. In the event that Good Friday is not an approved school holiday in a given year, employees shall be granted one floating holiday in lieu of Good Friday for that year.

Section 3. The Traditional "one-half day off before Christmas" will be granted some years under the following schedule:

If Christmas falls on a:

Sunday	No time off
Monday	No time off
Tuesday	Full day off on Monday
Wednesday	Close at 12 Noon on Tuesday
Thursday	Close at 12 Noon on Wednesday
Friday	Close at 12 Noon on Thursday
Saturday	Full day off on Friday

Section 4. If a holiday falls on a Saturday, it will be celebrated on the preceding Friday, and if a holiday should fall on a Sunday it will be celebrated on the following Monday. In the event that school is in session when the preceding situation occurs, the employee will be given some other day off in lieu of the Friday or Monday, or he shall be compensated for the number of hours worked, computed at his regular hourly wage, in addition to his regular pay. It shall be the prerogative of the School Committee to decide which to do.

Section 5. On the Wednesday before Thanksgiving, all school day custodians will start their shift at 6:30a.m. and may leave two (2) hours after the students in their building are dismissed. Evening custodians will start between the hours of 8:00 a.m. and 10:00 a.m. and will work the same number of hours worked by the day shift custodian in their building on this day. The specific start time for the evening custodian shall be determined by the Director of Facilities.

ARTICLE 12

VACATION

Section 1. New Employees shall be entitled to two (2) weeks vacation with pay accrued on a monthly basis. For employees hired after July 1, the vacation allotment shall be prorated based on date of hire.

Section 2. Three (3) weeks vacation with pay will be granted within each fiscal year to full-time employees who have completed five (5) years of continuous service. Eligibility for the third week of vacation commences upon the completion of five (5) years of service.

Section 3. Four (4) weeks vacation with pay will be granted within each fiscal year to full-time employees who have completed ten (10) years of continuous service. Eligibility for the fourth week of vacation commences upon the completion of ten (10) years of service.

Section 4. Five (5) weeks vacation with pay will be granted within each fiscal year of all full-time employees who have completed twenty (20) years of continuous service. Eligibility for the fifth week of vacation commences upon completion of twenty (20) years of service. After twenty five (25) years of continuous service, one day will be added to vacation time.

Section 5. Vacations are scheduled under the direction of the Principal and the Director of Facilities at the convenience of the department. At the sole discretion of the Committee, employees may be allowed to take up to ten (10) days vacation, individually or as a whole, during the school year.

Section 6. Vacations must be taken within the fiscal year and cannot be accumulated from one fiscal year to next fiscal year, except that, subject to the operating needs of the Department, two (2) weeks of vacation may be carried over until the next fiscal year.

Section 7. If a holiday falls within the vacation period, that day shall not be charged as a vacation day.

Section 8. No more than two consecutive weeks of vacation may be taken at any one time.

Section 9. An employee shall not be permitted to take a full week of vacation the first week or last week of school, nor take any vacation days during the week preceding the start of the school year.

Section 10. In the last year of employment, vacation time shall be prorated based upon the amount of time worked during that year and years of service.

ARTICLE 13

LONGEVITY PAY

Except as hereinafter provided, employees covered by this Agreement will receive, in addition to their regular pay, longevity in accordance with the following schedule:

Upon Completion of Continuous Service	7/1/2008 Amount
After 5 Years	\$256.25
After 10 Years	\$410.00
After 15 years	\$512.50
After 20 years	\$615.00
After 25 Years	\$717.50

All service with the Town shall be credited towards the computation of continuous service. Longevity will be based on the employee's anniversary date of employment. No employee will suffer a reduction in longevity pay by operation of the preceding sentence.

The longevity pay is only applicable to bargaining unit employees who were members of the bargaining unit and employed with the Reading Public Schools as of June 30, 2002. Employees who become members of the bargaining unit after June 30, 2002 are not eligible for longevity pay.

ARTICLE 14

PERSONAL LEAVE

All custodians shall be entitled to two (2) days of "Personal Leave" each fiscal year for matters which necessitate their presence and which cannot be accomplished outside of work schedule hours. Such leave must be taken for important personal or business reasons and not as vacation or recreation. Such leave is to be requested in writing at least 48 hours in advance and approved in advance by the Superintendent of Schools or designees. This requirement may be waived by the Superintendent if an emergency situation precludes such notice being given. Leave of absence without pay for personal reasons, not to exceed one (1) year, may be granted by the Department in its discretion.

ARTICLE 15

LEAVE WITHOUT PAY

Employees requiring leave without pay may make a written request for such leave to the Superintendent or his/her designee no less than forty eight (48) hours prior to the absence which notice shall include the specific purpose for which the leave is to be taken. Such leave shall be approved to the extent that sufficient coverage can be provided and does not impact the operations of the building or department. If such leave is denied, the employee shall be given the opportunity to meet with the Superintendent or his/her designee to discuss the decision. Such decision shall not be arbitrary or capricious nor shall be subject to grievance or challenge. Any employee who is absent without such notice, except in emergency circumstances, may be subject to disciplinary action. Repeated absences without notice may result in termination of employment.

ARTICLE 16

JOB POSTING, SENIORITY AND REDUCTION IN FORCE

Section 1. Whenever a vacancy occurs in the bargaining unit and the Committee/Administration desires to fill such vacancy, or a new job in the bargaining unit is created by the Committee/Administration, the vacancy shall be posted for a period of seven (7) work days. Multiple job postings may be made simultaneously. Employees interested in the position shall apply, in writing, within the seven (7) day posting period.

Section 2. Applicable only to Maintenance Positions: The Administration may fill said jobs from applicants within the bargaining unit or outside of the bargaining unit, provided, however that preference shall be given to applicants from within the bargaining unit where such applicant's qualifications equal or exceed those of applicants from outside of the bargaining unit. As between applicants from within the bargaining unit, qualifications being equal, seniority shall govern. The Administration reserves the right to reject all applicants and to repost and readvertise the position.

Section 3. Applicable only to Custodian Positions: The Administration will interview all qualified applicants. Job selection shall be made from members of the bargaining unit provided they have qualifications to do the job. Where qualifications are determined to be relatively equal, seniority shall be the determining factor. School Principals shall make the judgement about qualifications subject to the Superintendent's approval. A by-passed senior applicant, upon request made in writing, will be given the reasons, in writing, for his/her non selection. In the event there is no applicant within the bargaining unit with qualifications to perform the job, applicants from outside the bargaining unit may be hired.

Section 4. "Qualifications" as used herein shall include ability, evaluations, work record, experience, attendance.

Section 5. Evaluation under this Article shall be performed by the principal or his/her designated supervisor consistent with the evaluation language contained in Article 18. The evaluation form to be utilized shall be a form that the parties have reviewed and negotiated.

Section 6. An employee may grieve his/her evaluation, and if the grievance is submitted to arbitration, the arbitrator's scope of review shall be limited to consideration of whether the evaluation was arbitrary, capricious or made in bad faith. Grievance and arbitration concerning any other aspect of sections 1, 2, 3 or 4 shall be subject to the present scope of review set forth in Article 5.

Section 7. "Seniority" as used herein shall mean an employee length of continuous service in the Reading School Department dating from his/her most recent date of hire, except as provided in Article 6 (Probationary Employee).

Section 8. Reduction in Force:

- A. In the event that the Reading School District determines that it is necessary to reduce the number of permanent employees in the bargaining unit, the

procedures set forth in this article will govern the termination and re-employment of employees who are affected by any such reduction.

- B. To the extent possible, normal attrition will be used to reduce the number of positions in the area involved.
If further reductions are needed, the Reading School District shall lay off employees in reverse order of seniority by shift as determined by the shift held by the employee whose position is eliminated. If there is a less senior employee on another shift, the laid-off employee may choose to bump that less senior employee. However, if a less senior employee can be shown to be clearly superior to a more senior employee considering qualifications appropriate for the type of position remaining, then the less senior employee may be retained.
- C. The Reading School District shall notify the Association of the expected change and give the opportunity to meet with the affected employees for the purpose of outlining their options.
- D. The hiring authority (Superintendent or Principal or designee of either) retains the right to determine whether any employee is qualified and able to perform in any vacancy.
- E. Employees who are reduced in force under the provisions of this Section will be considered for reemployment by the Committee in inverse order of their reduction in force during a period of eighteen (18) months from the effective date of their reduction in force. An employee who declines a position at his previous classification and salary steps shall be dropped from the recall list and loses all recall rights.

Section 9. Transfers

Transfer is defined as movement of a custodian from building to building. The Committee and Association recognize that transfer of custodians may be desirable and/or necessary. When transfer of custodians is necessary, the Union will be notified of the expected need and given the opportunity to meet with the employees involved for the purpose of developing a voluntary transfer plan. Such plan shall be subject to the approval of the Superintendent. If such a plan is not mutually agreed upon, then the transfer(s) shall occur as follows:

1. Voluntary Transfers

Custodians wishing to be transferred shall so request in writing to the Superintendent at any time during the school year. All requests will be acknowledged in writing within thirty (30) days after receipt of such request.

2. Involuntary Transfers

- a. When transfers of custodians are necessary, volunteers will be transferred first, on approval of the Superintendent or his designee.

- b. When an involuntary transfer is necessary, a custodian's experience, qualifications, work record, attendance and other factors deemed appropriate by the Superintendent or Principal, as the case may be, shall be considered in determining which custodian(s) will be transferred. When all such factors are relatively equal, the least senior custodian, as measured by length of service in the district, will be selected for transfer. Any selection based on least seniority shall not be subject to the grievance and arbitration procedure unless the claim is based on who has the least seniority.
- c. Notice of intent to transfer shall be given to custodians in writing. Any custodian to be involuntarily transferred shall, if requested, meet with the appropriate principal(s) and the Superintendent, provided such meeting is requested prior to the date when such transfer is scheduled. The custodian may, at his option, have an Association representative present at the meeting.

ARTICLE 17

NO STRIKES

Section 1. The term "strike", wherever used in this Agreement, shall be deemed to include any strike, sitdown, slowdown, or any other work stoppage, or concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.

Section 2. The Union agrees that it will neither call nor sanction any strike during the term of this Agreement.

Section 3. It is understood and agreed that in the event of any strike on the part of any employee or employees during the term of this Agreement, the Union shall, upon the occurrence of such strike and upon request of the Committee, notify, in writing, the employees involved that such action by said employees was unauthorized and in violation of the provisions of the Agreement and shall direct said employees to return to work promptly, and the Union shall take such further steps as may be reasonable under the circumstances to bring about a termination of any such strike. A copy of any written notice required under the provisions of this Section to be sent by the Union to the employees involved in any such strike, shall be given simultaneously by the Union to the Committee.

In any event, the Committee may, upon the occurrence of such a strike, in violation of the provisions of this Article, take such disciplinary action or actions, including discharge, with respect to any employee or employees who have participated in such strike, subject to the employee's rights to review under the contract and applicable laws.

ARTICLE 18

EVALUATION

No derogatory or evaluative material originating after original employment shall be placed in a custodian's personal file unless the custodian has had an opportunity to review the material. The custodian may submit a written notation stating his views regarding any material and the same shall be attached to the file copy of the material in question. If the custodian is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE 19

UNIFORMS

Section 1. Each Fiscal Year, the Administration will provide a credit to each employee, toward the purchase of school approved clothing and shoes from pre-approved vendor(s). The amount of the credit shall be \$450 for custodial employees and \$550 for maintenance staff. The amount will be paid as a stipend in one of the first three bi-weekly payrolls of the fiscal year. The Administration will arrange for and cover costs related to embroidery or silk screening of the required logo, department, or school information and/or employee name.

Section 2. Employees are required to wear uniforms during work hours and the uniforms may only be worn on the job (including to and from work).

Section 3. Cleaning shall be the employee's responsibility.

Section 4. Employees shall be responsible for the uniform, reasonable wear and tear excepted, and shall return the uniform to the Administration upon termination of their employment for any cause.

Section 5. Administration may, at any time, upon written notice to the Union, discontinue the uniform allowance system as provided herein. If so, the Committee/Administration will go back, in the next contract year, to providing uniforms to employees.

Section 6. Employees are required to possess steel toe footwear and wear as needed while performing the functions of their jobs or when requested to by the Superintendent or his/her designee.

ARTICLE 20

DETAILS

The following rules shall apply in terms of the custodial duties and responsibilities of employees while performing a detail:

1. Employees shall perform all custodial duties and responsibilities related to the detail.
2. Employees shall remain in the building of the detail, unless instructed otherwise by the Administration and upon approval by the Director or his/her designee.

3. In an effort to maximize the efficiency and effectiveness of the department, employees performing details are expected to perform regular custodial duties in the same building unrelated to the detail as assigned by the Director or his/her designee.

ARTICLE 21

AGENCY FEE

Subject to the terms and conditions of M.G.L. Chapter 150E, Section 12, and the rules and regulations of the State Labor Relations Commission in connection therewith, bargaining unit employees who do not choose to become members of AFSCME, Council 93, Local 1703, and to maintain their membership in good standing, shall be required, as a condition of employment, to pay to AFSCME, Council 93, Local 1703, on or after the thirtieth (30th) day following the bargaining of their employment or the effective date of this Agreement, whichever is later, an agency service fee in an amount equal to the amount required to become a member and remain a member in good standing of AFSCME, Council 93, Local 1703.

AFSCME, Council 93, Local 1703 shall indemnify and save harmless the Committee/ Town and its agents against any and all damages, claims, attorneys' fees, demands, suits or other forms of liability which may arise by reason of any action taken by the Committee/Town in connection with this Article.

ARTICLE 22

LEAD CUSTODIAN AND/OR MAINTENANCE STAFF

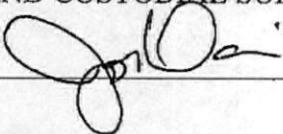
- A. The role of the Lead Custodian and/or Lead Maintenance staff shall be defined by job description
- B. The Lead Custodians shall receive an annual stipend of \$2,000, less appropriate deductions. The Lead Maintenance staff shall receive an annual stipend of \$3,500, less appropriate deductions.
- C. The Superintendent, or his/her designee shall appoint the Lead Custodian(s) and/or the Lead Maintenance Staff. The appointment is not subject to challenge.
- D. The Lead Custodian(s) and/or Maintenance Staff person report to the Director of Facilities in fulfilling his or her responsibilities as Lead.

ARTICLE 23

DURATION

This Agreement shall be effective July 1, 2014, except as otherwise specifically provided herein, and shall expire June 30, 2017. On or after February 1, 2016, either party may notify the other of its desire to negotiate a successor Agreement.

FOR LOCAL 1703, READING
CUSTODIANS, MAINTENANCE EMPLOYEES
AND CUSTODIAL SUPERVISORS:



Date:

7/16/14

FOR THE READING SCHOOL
COMMITTEE:



Date:

7-21-14

APPENDIX A

GENERAL WAGE SCHEDULE

Effective Date	7/1/2014	7/1/2015	7/1/2016
Percent Increase	2.0%	2.5%	2.5%
Custodian I			
Step/Year 1	18.07	18.53	18.99
Step/Year 2	18.54	19.01	19.48
Step/Year 3	19.31	19.79	20.29
Step/Year 4	19.68	20.17	20.67
Step/Year 10	19.83	20.32	20.83
Step/Year 15	19.99	20.49	21.00
Step/Year 20	20.15	20.65	21.16
Custodian II (a)			
Step/Year 1	18.44	18.90	19.38
Step/Year 2	19.31	19.79	20.29
Step/Year 3	20.10	20.61	21.12
Step/Year 4	20.64	21.16	21.69
Step/Year 10	20.81	21.33	21.86
Step/Year 15	20.96	21.49	22.02
Step/Year 20	21.11	21.64	22.18
Maintenance			
Step/Year 1	20.91	21.43	21.97
Step/Year 2	21.50	22.04	22.59
Step/Year 3	22.39	22.95	23.52
Step/Year 4	22.94	23.51	24.10
Step/Year 10	23.09	23.67	24.26
Step/Year 15	23.26	23.84	24.43
Step/Year 20	23.41	23.99	24.59
Licensed Maintenance (b)			
Step/Year 1	28.97	29.69	30.43
Step/Year 2	29.56	30.30	31.06
Step/Year 3	30.15	30.90	31.68
Step/Year 4	30.77	31.54	32.33
Step/Year 10	30.93	31.70	32.49
Step/Year 15	31.09	31.87	32.66
Step/Year 20	31.24	32.02	32.82

(a) Upon reaching twenty-five (25) years of service, custodians will be advanced from Custodian I to Custodian II.

(b) To be paid to licensed maintenance employees hired to perform work requiring the specific licensure which the employee holds.

1. The Union recognizes that the existence of any of the following factors would justify the Administration, if it so desired, placing a new employee at a step other than the minimum step.
 - (a) Market conditions
 - (b) Special qualifications
 - (c) Prior Experience
2. An increment shall be granted on July 1st upon the completion of one (1) year of satisfactory service from July 1st to June 30th. In the first year of service, employment prior to January 1st shall be considered as a year of service. Such annually increments shall be in the amount of the increments applicable to the particular job classification as indicated in the job schedule.
3. Night Shift Differential: Night shift differential of \$\$20.25 shall be paid to each employee as extra weekly pay for the week such employee works on shifts beginning at 3:00 p.m. or later.
4. Tuition Reimbursement: Employees with two (2) years of service shall be eligible for one hundred percent (100%) tuition reimbursement up to an annual maximum of \$750 per employee, upon satisfactory completion of preapproved, job-related courses. The maximum expenditure in any contract year (fiscal year) shall not exceed \$3,750.